



**New Brunswick  
College of Pharmacists**  
**Ordre des pharmaciens  
du Nouveau-Brunswick**

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(For use only when one pharmacy is located and licensed in Nova Scotia)

**CENTRALIZED PRESCRIPTION PROCESSING AGREEMENT FOR PHARMACIES IN  
NEW BRUNSWICK and NOVA SCOTIA**

A copy of this agreement notification form must be filed with the New Brunswick College of Pharmacists. A new notification form **must** be filed if any changes occur to the information provided below.

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ .

**BETWEEN:**

\_\_\_\_\_  
(the “Central Fill Pharmacy”)

- and -

\_\_\_\_\_  
(the “Originating Pharmacy”).

**WHEREAS:**

- A. The Central Fill Pharmacy holds a current licence to operate as a pharmacy issued by the \_\_\_\_\_;  
[*New Brunswick College of Pharmacists OR Nova Scotia College of Pharmacists*]
- B. The Originating Pharmacy holds a current licence to operate as a pharmacy issued by the \_\_\_\_\_;  
[*New Brunswick College of Pharmacists OR Nova Scotia College of Pharmacists*]
- C. Pharmacists and pharmacy technicians employed by the Originating Pharmacy dispense drugs to patients and require the services of the Central Fill Pharmacy to compound, process and prepare drugs, so that the pharmacists and pharmacy technicians at the Originating Pharmacy can dispense those drugs to their patients;

- D. The Central Fill Pharmacy is willing to compound, process and prepare drugs for the Originating Pharmacy;
- E. The Originating Pharmacy and the Central Fill Pharmacy wish to enter into an agreement for the provision of compounding, processing and preparing drugs by the Central Fill Pharmacy; and
- F. The Originating Pharmacy and the Central Fill Pharmacy recognize that under the *New Brunswick Pharmacy Act, 2014*, the *Nova Scotia Pharmacy Act*, and their related regulations, as well as the standards of practice, code of ethics, guidance documents of the New Brunswick College and the standards of practice, code of ethics, policies and bylaws of the Nova Scotia College, the Central Fill Pharmacy must ensure that they only provide pharmacy services to the Originating Pharmacy under the terms of a written contract.

**NOW THEREFORE** in consideration of the promises and the mutual agreements and covenants herein contained, the Parties hereto covenant and agree as follows:

#### **ARTICLE ONE - DEFINITIONS AND INTERPRETATION**

1.01 In this Agreement:

- (a) "Agreement" includes the Schedules to the Agreement and any amendment made to this Agreement or the Schedules;
- (b) "Controlled substance" has the same meaning as a controlled substance in the *Controlled Drugs and Substances Act*, SC 1996, c 19, and includes any substance that is prohibited, regulated, controlled or targeted under a regulation made or continued under that Act;
- (c) "dispense" means the process of completing a prescription including its release to the patient;
- (d) "drug" means a substance or combination of substances as defined in the *New Brunswick Pharmacy Act, 2014* or the *Nova Scotia Pharmacy Act*, as the case may be;
- (e) "Health Privacy Legislation" means the *Personal Health Information Act*, SNS 2010 c 41; *Personal Health Information Privacy and Access Act*, SNB 2009, c P- 7.05; *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, and all bylaws and regulations made under the above-noted statutes;
- (f) "Manager" means the pharmacy manager responsible for the operation of the Originating Pharmacy or the Central Fill Pharmacy;
- (g) "New Brunswick College" means the New Brunswick College of Pharmacists;
- (h) "New Brunswick Pharmacist" means an individual who is registered as a pharmacist under the *New Brunswick Pharmacy Act, 2014*;

- (i) “*New Brunswick Pharmacy Act, 2014*” means *An Act respecting the New Brunswick College of Pharmacists, SNB 2014, c 9*;
- (j) “*New Brunswick Pharmacy Technician*” means an individual who is registered as a pharmacy technician under the *New Brunswick Pharmacy Act, 2014*;
- (k) “*Nova Scotia College*” means the Nova Scotia College of Pharmacists;
- (l) “*Nova Scotia Pharmacist*” means an individual who is registered as a pharmacist under the *Nova Scotia Pharmacy Act*;
- (m) “*Nova Scotia Pharmacy Act*” means the *Pharmacy Act, SNS 2011, c 11*;
- (n) “*Nova Scotia Pharmacy Technician*” means an individual who is registered as a pharmacy technician under the *Nova Scotia Pharmacy Act*;
- (o) “*prescription*” means a direction by a person who is authorized by an Act of the Legislature of New Brunswick, an Act of the Legislature of Nova Scotia or an Act of the Parliament of Canada to prescribe drugs, directing that a drug be dispensed to or for the patient named in the direction;
- (p) “*Privacy Officer*” means the privacy officer designated by the Originating Pharmacy to deal with all issues under this Agreement in relation to the Health Privacy Legislation; and
- (q) “*Services*” means the services as set out in **Appendix C** to this Agreement.

1.02 Any reference to a statute, regulation, bylaw, standard or other legislative instrument is a reference to that statute, regulation, bylaw, standard or other legislative instrument as amended or replaced from time to time.

1.03 The singular includes the plural and vice versa.

1.04 The following Appendices form part of this Agreement:

- (a) Appendix C — Description of the Services Under This Agreement.

1.05 If there is a conflict between a Schedule and a provision in the body of this Agreement, the provision in the body of this Agreement prevails.

## **ARTICLE TWO - SERVICES**

2.01 The Central Fill Pharmacy shall provide the Services in accordance with this Agreement.

2.02 The Services shall be provided under the direction of the Manager of the Central Fill Pharmacy.

2.03 Where the Services involve compounding a drug, the drug shall be compounded by:

- (a) a \_\_\_\_\_ [*New Brunswick Pharmacist OR Nova Scotia Pharmacist*] at the Central Fill Pharmacy; or
- (b) a \_\_\_\_\_ [*New Brunswick Pharmacy Technician OR Nova Scotia Pharmacy Technician*] practicing under the direction of a \_\_\_\_\_ [*New Brunswick Pharmacist OR Nova Scotia Pharmacist*] in the Central Fill Pharmacy in accordance with:
  - i. the scope of practice of the \_\_\_\_\_ [*New Brunswick Pharmacy Technician OR Nova Scotia Pharmacy Technician*], and
  - ii. \_\_\_\_\_ [*the New Brunswick Pharmacy Act, 2014, the regulations to the Act, the NAPRA Model Standards of Practice for Pharmacists and Pharmacy Technicians in Canada, the New Brunswick College's code of ethics, policies and guidance OR the Nova Scotia Pharmacy Act, the regulations to the Act, and Nova Scotia College's standards of practice, code of ethics, policies and bylaws*].

2.04 Nothing in this Agreement allows the Central Fill Pharmacy to compound, process or prepare drugs for or on behalf of the Originating Pharmacy unless the Originating Pharmacy holds a valid prescription for a patient for that drug.

**ARTICLE THREE - TERM AND RENEWAL**

3.01 The term of this Agreement is from \_\_\_\_\_ to \_\_\_\_\_ (the "Term").

**ARTICLE FOUR - TERMINATION**

4.01 This Agreement is automatically terminated if:

- (a) the Originating Pharmacy's licence to operate as a pharmacy issued by the \_\_\_\_\_ [*New Brunswick College OR Nova Scotia College*] expires, is suspended, is cancelled or is otherwise terminated;
- (b) the Central Fill Pharmacy's licence to operate as a pharmacy issued by the \_\_\_\_\_ [*New Brunswick College OR Nova Scotia College*] expires, is suspended, is cancelled or is otherwise terminated;
- (c) an order is made against the Manager or the owner of the Central Filling Pharmacy under the \_\_\_\_\_ [*New Brunswick Pharmacy Act, 2014 OR Nova Scotia Pharmacy Act*] that prevents the Services being provided by the Central Filling Pharmacy; or

- (d) an order is made against the Manager or the owner of the Originating Pharmacy under the \_\_\_\_\_ [New Brunswick Pharmacy Act, 2014 OR Nova Scotia Pharmacy Act] that prevents the Services being received by the Originating Pharmacy.
- 4.02 Despite article 4.01(a), this Agreement is not automatically terminated if, subject to the conditions of the \_\_\_\_\_ [New Brunswick Pharmacy Act, 2014 OR Nova Scotia Pharmacy Act], the owner of the licensed Originating Pharmacy dies, or the owner is bankrupt, insolvent, or makes an assignment for the general benefit of creditors, and the manager engaged to supervise and manage the Originating Pharmacy gives notice to the Registrar of the [New Brunswick College OR Nova Scotia College] in writing, as required under the \_\_\_\_\_ [New Brunswick Pharmacy Act, 2014 OR Nova Scotia Pharmacy Act].
- 4.03 Except as otherwise provided in this Agreement, if either Party fails to perform or observe any covenant contained in this Agreement, that Party may give written notice to the other Party describing in general terms the nature of the default and requiring the other Party to remedy the default within five (5) business days.
- 4.04 If a Party, who has received a notice under article 4.03, fails to remedy the default within the time specified in article 4.03, the other Party may by further written notice terminate the Agreement.
- 4.05 The Parties may terminate this Agreement by mutual agreement in writing.
- 4.06 To ensure that this Agreement remains consistent with any new directions of the Council or Registrar of the New Brunswick College and/or the Nova Scotia College issued after the effective date of this Agreement, the Parties agree to renegotiate the terms in Appendix C of this Agreement to comply with those new directions and to make the necessary amendments to Appendix C within thirty (30) business days of the issuance of any such new directions.
- 4.07 If the Parties are unable to reach an agreement and make the necessary amendments to this Agreement for the purposes of article 4.06, this Agreement terminates thirty-one (31) business days after such directions are issued.
- 4.08 For the purposes of articles 4.06 and 4.07, a direction by the Council or Registrar of the New Brunswick College or the Nova Scotia College is considered to be issued when it is passed by the Council and/or posted on the website of the New Brunswick College or Nova Scotia College, and for greater certainty includes standards of practice, codes of ethics, policies and guidance.

## **ARTICLE FIVE - LICENCES**

- 5.01 Throughout the Term and any renewal, each Party shall ensure that it:
- (a) maintains a current licence and is accredited by the New Brunswick College or the Nova Scotia College, as the case may be; and
  - (b) complies with the requirements of any conditions imposed by the New Brunswick College or the Nova Scotia College, as the case may be.

- 5.02 Each Party shall disclose to the other Party the conditions, if any, imposed on a pharmacist or pharmacy technician engaged in relation to the provision of the Services or any conditions imposed on the operation of the pharmacy.

#### **ARTICLE SIX - COMPLIANCE WITH LEGISLATIVE REQUIREMENTS**

- 6.01 The Central Fill Pharmacy warrants that it, its Manager, its owner, its employees and agents will comply with all legislative requirements applicable to the provision of the Services under this Agreement or legislative restrictions on the provision of the Services under this Agreement or in any way relating to this Agreement, including but not limited to legislative requirements or legislative restrictions imposed under the following:
- (a) the *Controlled Drugs and Substances Act*, SC 1996, c 19, and all regulations made or continued under it;
  - (b) the *Food and Drugs Act*, RSC 1985, c F-27, and all regulations made or continued under it;
  - (c) the *New Brunswick Pharmacy Act, 2014*, and all regulations, standards of practice, codes of ethics, policies and guidance documents made or continued under it; including but not limited to the Policy: *Centralized Prescription Processing (Central Fill)*;
  - (d) the *Nova Scotia Pharmacy Act*, and all regulations, standards of practice, codes of ethics, policies and bylaws made or continued under it, including but not limited to the Standard of Practice: *Centralized Prescription Processing*; and
  - (e) Health Privacy Legislation.
- 6.02 The Originating Pharmacy warrants that it, its owner, its Manager, its employees and agents will comply with all legislative requirements applicable to the provision of the Services under this Agreement or legislative restrictions on the provision of the Services under this Agreement or in any way relating to this Agreement, including but not limited to legislative requirements or legislative restrictions imposed under the following:
- (a) the *Controlled Drugs and Substances Act*, SC 1996, c 19, and all regulations made or continued under it;
  - (b) the *Food and Drugs Act*, RSC 1985, c F-27, and all regulations made or continued under it;
  - (c) the *New Brunswick Pharmacy Act, 2014*, and all regulations, standards of practice, codes of ethics, policies and bylaws made or continued under it; including but not limited to the Policy: *Centralized Prescription Processing (Central Fill)*;
  - (d) the *Nova Scotia Pharmacy Act*, and all regulations, standards of practice, codes of ethics, policies and bylaws made or continued under it, including but not limited to the Standard

of Practice: *Centralized Prescription Processing*; and

(e) Health Privacy Legislation.

6.03 Both Parties agree to cooperate and provide access to all relevant documents and information which the New Brunswick College or the Nova Scotia College may lawfully require to be produced by:

(a) the Central Fill Pharmacy, its owner, its Manager, the \_\_\_\_\_  
[*New Brunswick Pharmacists OR Nova Scotia Pharmacists*] and the  
\_\_\_\_\_ [*New Brunswick Pharmacy Technicians  
OR Nova Scotia Pharmacy Technicians*] or other individuals employed or otherwise  
engaged by the Central Fill Pharmacy in relation to the provision of the Services; and/or

(b) the Originating Pharmacy, the owner of the Originating Pharmacy, the Manager, the  
\_\_\_\_\_ [*New Brunswick Pharmacists OR Nova Scotia  
Pharmacists*] and the \_\_\_\_\_ [*New Brunswick  
Pharmacy Technicians OR Nova Scotia Pharmacy Technicians*] employed or otherwise  
engaged by the Originating Pharmacy in relation to the provision of the Services.

#### **ARTICLE SEVEN - HEALTH PRIVACY LEGISLATION**

7.01 The Central Fill Pharmacy shall provide the Services under this Agreement in a manner that complies with their responsibilities under the Health Privacy Legislation.

7.02 The Central Fill Pharmacy shall:

(a) provide a description of its system for ensuring compliance with the Health Privacy Legislation to the Originating Pharmacy, and upon request to the \_\_\_\_\_  
\_\_\_\_\_ [*New Brunswick College OR Nova Scotia College*];

(b) respond to reasonable questions about the system from the Originating Pharmacy and the \_\_\_\_\_ [*New  
Brunswick College OR Nova Scotia College*]; and

(c) allow the Originating Pharmacy and/or the \_\_\_\_\_ [*New  
Brunswick College OR Nova Scotia College*], acting reasonably, to audit compliance with the Health Privacy Legislation.

7.03 In accessing the Services under this Agreement and in undertaking any other act under this Agreement, the Originating Pharmacy shall ensure that its Manager, owner, employees and agents comply with the Health Privacy Legislation.

#### **ARTICLE EIGHT - COOPERATION WITH NEW BRUNSWICK COLLEGE AND NOVA SCOTIA COLLEGE**

8.01 Both Parties agree that, by providing notice of this Agreement in accordance with the terms

thereunder, they shall fully cooperate with any and all matters related to issues, complaints or investigations by the New Brunswick College or the Nova Scotia College, as the case may be.

#### **ARTICLE NINE - RECORDS TO BE KEPT SEPARATE**

9.01 If the Central Fill Pharmacy also operates in \_\_\_\_\_ [New Brunswick OR Nova Scotia] as a patient contact pharmacy licensed by the \_\_\_\_\_ [New Brunswick College OR Nova Scotia College], the Central Fill Pharmacy shall maintain records relating to the Services it provides under this Agreement in a manner that allows for reporting and access upon request.

#### **ARTICLE TEN - ACCESS TO RECORDS**

10.01 The Central Fill Pharmacy shall, on reasonable notice in writing from the Originating Pharmacy:

- (a) provide the Originating Pharmacy with access to any records relating to the provision of Services under this Agreement; and
- (b) provide the Originating Pharmacy with a true copy of any records relating to the provision of Services under this Agreement.

#### **ARTICLE ELEVEN - EMERGENCY CONTACT**

11.01 The Central Fill Pharmacy must ensure that there is a \_\_\_\_\_ [New Brunswick Pharmacist OR Nova Scotia Pharmacist] available and readily accessible, who has access to the necessary information about any drugs compounded, processed, or prepared as part of the Services, during the operating hours of the Originating Pharmacy.

#### **ARTICLE TWELVE - INSPECTION OF PHARMACY**

12.01 Upon reasonable notice being provided by the Originating Pharmacy, the Central Fill Pharmacy shall allow the Manager of the Originating Pharmacy or a representative from the \_\_\_\_\_ [New Brunswick College OR Nova Scotia College], acting reasonably, to inspect the Central Fill Pharmacy's facilities used in relation to the provision of the Services.

12.02 The Central Fill Pharmacy may impose reasonable confidentiality requirements in relation to observations made and information received during an inspection under article 12.01.

#### **ARTICLE THIRTEEN - QUALITY OF WORK AND PRODUCT**

13.01 The Central Fill Pharmacy shall use appropriate and accepted processes, as set out in the *New Brunswick Pharmacy Act, 2014*, the *Nova Scotia Pharmacy Act* and their related regulations, as well as the standards of practice, code of ethics, policies and guidance documents of the New Brunswick College and the standards of practice, code of ethics, policies and bylaws of the Nova



Scotia College, in carrying out the compounding, processing, and preparing activities included within the Services.

#### **ARTICLE FOURTEEN - ORIGINATING PHARMACY'S OBLIGATION**

- 14.01 In any request for Services under this Agreement, the Originating Pharmacy shall ensure that its \_\_\_\_\_ [New Brunswick Pharmacists OR Nova Scotia Pharmacists] do not refer a prescription to the Central Fill Pharmacy unless its \_\_\_\_\_ [New Brunswick Pharmacists OR Nova Scotia Pharmacists] or \_\_\_\_\_ [New Brunswick Pharmacy Technicians OR Nova Scotia Pharmacy Technicians] were so authorized under the \_\_\_\_\_ [New Brunswick Pharmacy Act, 2014 OR Nova Scotia Pharmacy Act] and have taken reasonable steps to ensure that the prescription is:
- (a) valid; and
  - (b) current, accurate, complete and appropriate.
- 14.02 The Originating Pharmacy shall ensure that its \_\_\_\_\_ [New Brunswick Pharmacists OR Nova Scotia Pharmacists] and \_\_\_\_\_ [New Brunswick Pharmacy Technicians OR Nova Scotia Pharmacy Technicians] dispense any drugs that are compounded, processed or prepared by the Central Fill Pharmacy under this Agreement in accordance with:
- (a) the \_\_\_\_\_ [New Brunswick Pharmacy Act, 2014 OR Nova Scotia Pharmacy Act] and all regulations, standards of practice, codes of ethics, policies and guidance made or continued under it;
  - (b) the \_\_\_\_\_ [Prescription Monitoring Act, SNS 2004, c 32 OR Prescription Monitoring Act, SNB 2009, c P-15.05] and all regulations made or continued under it; and
  - (c) the Health Privacy Legislation.
- 14.03 Without limiting the generality of article 14.02, the Originating Pharmacy shall ensure that its \_\_\_\_\_ [New Brunswick Pharmacists OR Nova Scotia Pharmacists] will be responsible for all patient interaction and are responsible to ensure the appropriateness of the drug therapy before referring any prescription to a Central Fill Pharmacy for processing.
- 14.04 Notwithstanding article 14.03, the distribution of the completed prescription directly to the patient may be delegated by the Originating Pharmacy to the Central Fill Pharmacy or in the event of a needed prescription, the Central Fill Pharmacy must advise the Originating Pharmacy that it has completed distribution of the prescription directly to the patient.

#### **ARTICLE FIFTEEN - PROVISION OF AGREEMENT TO COLLEGE (CENTRAL FILL PHARMACY)**

- 15.01 The Central Fill Pharmacy agrees to provide this Agreement to the Registrar of the

\_\_\_\_\_ [New Brunswick College OR Nova Scotia College] at least ten (10) business days before providing any Services hereunder.

**ARTICLE SIXTEEN - PROVISION OF AGREEMENT TO COLLEGE (ORIGINATING PHARMACY)**

16.01 The Originating Pharmacy agrees to provide this Agreement to the Registrar of the \_\_\_\_\_ [New Brunswick College OR Nova Scotia College] at least ten (10) business days before requesting any Services hereunder.

**ARTICLE SEVENTEEN - GENERAL**

17.01 Notices under this Agreement shall be delivered to the Parties by regular mail or by email at the respective addresses below. The following are the principal contacts for this Agreement and for the purposes of any notice provisions herein:

Name:  
Address:  
Email:

Name:  
Address:  
Email:

17.02 Any Party may designate in writing a new address for notices.

17.03 Subject to article 17.04, this Agreement contains the entire understanding between the Parties relating to the subject matter contained in it and supersedes all prior oral and written understandings, arrangements and agreements relating to the subject matter contained in it.

17.04 This Agreement is designed to address the requirements under the *New Brunswick Pharmacy Act, 2014*, the *Nova Scotia Pharmacy Act*, and their related regulations, standards of practice, code of ethics, policies and guidance documents. It is not designed to address the commercial relationship between the Parties, which may be governed by a commercial agreement that is:

- (a) not inconsistent with this Agreement; and
- (b) available to the Registrar of the New Brunswick College and the Nova Scotia College to ensure compliance with clause 17.04(a).

17.05 Any amendment to this Agreement must be in writing and signed by both Parties. The Parties agree to provide any amended Agreements to the Registrar of the New Brunswick College and Nova Scotia College no later than ten (10) business days after executing.

17.06 Any variation, alteration or waiver of any of the rights or obligations of the Parties under this Agreement must be in writing and signed by the Parties.

- 17.07 Each of the provisions contained in this Agreement are distinct and severable and no waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.
- 17.08 Neither Party may assign this Agreement or any portion of it.
- 17.09 This Agreement shall be interpreted in accordance with and is governed by the laws of the Province of \_\_\_\_\_ [New Brunswick OR Nova Scotia], except to the extent reference is made to a specific Act of \_\_\_\_\_ [New Brunswick OR Nova Scotia] or of Canada.
- 17.10 The following provisions survive termination of this Agreement: articles 6, 7, 8, 9, 10, 11, and 13.
- 17.11 The Central Fill Pharmacy warrants that the Manager of its pharmacy is authorized to sign this Agreement on its behalf.
- 17.12 The Originating Pharmacy warrants that the Manager of its pharmacy is authorized to sign this Agreement on its behalf.
- 17.13 This Agreement shall ensure to be to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- 17.14 This Agreement applies only to the provision of Services in the Province of New Brunswick and in the Province of Nova Scotia.
- 17.15 The Central Fill Pharmacy and the Originating Pharmacy each represent and warrant that they have consulted with the New Brunswick College and the Nova Scotia College and that they are satisfied that neither Party will be in contravention of any law by the Central Fill Pharmacy in the Province of \_\_\_\_\_ [New Brunswick OR Nova Scotia] providing the Services to the Originating Pharmacy in the Province of \_\_\_\_\_ [New Brunswick OR Nova Scotia].

*Remainder of Page Intentionally Left Blank.*

*Signature Page to Follow.*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the date first written above.

COMPANY NAME

Per: \_\_\_\_\_

Name:

Title:

COMPANY NAME

Per: \_\_\_\_\_

Name:

Title: